



INTERLOCAL AGREEMENT SAMPLE 2005-2007

DSHS AGREEMENT #:

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program - Agreement Number

Contractor - Agreement Number

CONTRACTOR NAME

CONTRACTOR DBA

CONTRACTOR ADDRESS

CONTRACTOR UNIFORM BUSINESS
IDENTIFIER (UBI) NUMBER

CONTRACTOR DSHS INDEX
NUMBER

CONTRACTOR CONTACT

CONTRACTOR CONTACT
TELEPHONE

CONTRACTOR FAX

CONTRACTOR E-MAIL ADDRESS

DSHS ADMINISTRATION

DSHS DIVISION

DSHS CONTRACT CODE

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

DSHS CONTACT TELEPHONE

DSHS CONTACT FAX

DSHS CONTACT E-MAIL ADDRESS

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT?

CFDA NUMBERS

AGREEMENT START DATE

AGREEMENT END DATE

MAXIMUM AGREEMENT AMOUNT

EXHIBITS. The following Exhibits are attached and incorporated into this Agreement by reference:

X Exhibit(s) (specify): Exhibit A- Time Study Instructions, Exhibit B-Quick Reference Guide, Exhibit C-Time Study Form, Exhibit D-Participating Eligible Staff, and Exhibit E-Operating Expense Instructions

☐ No Exhibit(s).

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.

CONTRACTOR SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

SPECIAL TERMS AND CONDITIONS

1. Definitions

- a. "Agreement" means this Interlocal Agreement, including all documents attached or incorporated by reference.
- b. "A-19 Invoice Voucher" means the State of Washington Invoice Voucher A19-1A.
- a. "Child find" means an organized effort or method for identifying children with disabilities or children at risk to develop disabilities, including provisions for identifying the least restrictive environment necessary for the child.
- b. "CMS" means the U.S. Department of Health & Human Services (HHS), Centers for Medicare & Medicaid Services CMS).
- c. "Collateral activity" means an activity instrumental to or part of direct services.
- d. "Contracting Officer" means the Contracts Administrator, or successor, of Central Contract Services or successor section or Office.
- e. "Contractor" means the entity performing services pursuant to this Interlocal Agreement and includes the Contractor's officers, directors, trustees, employees and/or agents unless otherwise stated in this Interlocal Agreement. For purposes of this Interlocal Agreement, the Contractor shall not be considered an employee or agent of DSHS.
- f. "Coordinator" means a district staff appointed to be the liaison to MAM for the MAM Program.
- g. "Currently Participating Medicaid Provider" means a provider of medical services with a current MAA Provider Agreement and currently accepting Medicaid clients.
- h. "Designated Staff" means district staff with primary MAM responsibilities, including external coordination to the community, performing outreach to identify and inform Medicaid clients, assisting families with completing Medicaid applications, developing and planning methods to increase access to Medicaid services, coordinating with other agencies and community partners.
- i. "DSHS" or "the department" or "the Department" means the State of Washington Department of Social and Health Services and its employees and authorized agents.
- j. "ESD - Educational Service District" means a subdivision providing administrative and supportive link between the State Board of Education, Office of Superintendent of Public Instruction and certain public school districts.
- k. "Eligible Staff/Participant" means staff determined to be in compliance with regulations, meeting guidelines and the Manual criteria to claim staff time costs for conducting MAM activities, and meet the criteria stated in the Manual.
- l. "EPSDT- Early Periodic Screening and Diagnostic Treatment" means the comprehensive physical examination available to all Medicaid children.
- m. "FFP - Federal Financial Participation" means the federal portion of the total allowable costs of providing services.

- n. "Free care" means services for which there is no beneficiary liability and for which there is no Medicaid liability.
- o. "Healthy Options" means the DSHS Medicaid managed care program for low income people in the state of Washington.
- p. "IDEA" means the Individuals with Disabilities Education Act.
- q. "IEP – Individual Education Plan" means a plan developed in cooperation with school staff, medical professionals, parents, child, and others to outline needed support services to ensure access to education.
- r. "Indirect Costs" means operating expenses attributed to and allocated across more than one program.
- s. "MAM" means the Medicaid Administrative Match section of Medical Assistance Administration, Division of Program Support, Washington State Department of Social and Health Services.
- t. "MAM Program Manager" means the DSHS Contact person named on page 1 of this agreement, or successor.
- u. "Manual" means the Medicaid Administrative Match Manual - Schools, or its successor, and changes. Incorporated by reference to this contract.
- v. "Medicaid" means a joint federal-state program for covered medical services and for costs of administration of related activities.
- w. "MER - Medicaid Eligibility Rate" means the proportional share of Medicaid individuals to the total number of individuals in the target population.
- x. "Operating expenses" means those costs incurred performing business activities required to operate the MAM program that would not be a normal requirement of any business activity, outlined in the Manual.
- y. "OSPI" means the Washington State Office of the Superintendent of Public Instruction.
- z. "Percentage Medicaid Eligible" or "% Medicaid Eligible" means the percentage determined by dividing the number of individuals enrolled in Medicaid by the total number of individuals in the target population.
- aa. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- bb. "RCW" means Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov>.
- cc. "Reasonable charges" means costs claimed, charged, or allocated to a program based on the relative benefits received and that individuals charging such costs acted with prudence in considering their responsibilities to the governmental unit, its employees, the public at large and the Federal Government.
- dd. "Referral" means a connection made between an individual within the target population and a current Medicaid provider for a needed Medicaid service.
- ee. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

- ff. "Related activities/ services" means those activities that are instrumental or a part of the direct service.
- gg. "Section 504" means requirements to ensure equal access to education for handicapped individuals under the Rehabilitation Act.
- hh. "Skilled Professional Medical Personnel" means those individuals who have completed a two-year program leading to an academic degree or certificate in a medically related program.
- ii. "State fiscal year," means the calendar year beginning July 1st and ending June 30th.
- jj. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- kk. "Target population" means district enrolled students; and for the purpose of outreach includes the student's parents and/or guardians.
- ll. "The Guide" refers to the Medicaid School-Based Administrative Claiming Guide issued May 2003, produced by CMS, and any supplements, amendments or successor. Incorporated herein by reference to this Agreement.
- mm. "Time Study program activities" means activities outlined in the Manual and captured through the time study by use of codes.
- nn. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement statute. Pertinent WAC chapters can be accessed at <http://slc.leg.wa.gov>.
- oo. "WIC – Women, Infants, and Children" means the special supplemental food program that provides health assessments and referrals, nutrition education and vouchers for selected nutritious foods for eligible infants, young children, and pregnant or breastfeeding women.

2. Purpose.

The purpose of this Agreement is to provide Medicaid outreach to school children and their families; that is congruent with and supportive of the goals and objectives of Washington State's Medicaid Plan and the Medical Assistance Administration (MAA) mission.

MAA Mission Statement: To provide access to quality health care for Washington's most vulnerable residents. To enhance the quality of, access to, and satisfaction with health services provided to MAA clients.

The Contractor is a sub-recipient for this agreement. CFDA # 93.778

3. Statement of Work.

- a. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work outlined in the Medicaid Administrative Match Manual - Schools herein after referred to as Manual. The Contractor shall:

(1) Compliance and incorporation of regulations

- (a) Comply with and have knowledge of federal regulations, including but not limited to:
 - Code of Federal Regulation (CFR) Title 42 and 45,
 - Office of Management and Budget (OMB) Circular A-87 Cost Principles, and

- Center for Medicaid and Medicare (CMS) Guide dated May 2003. The CMS Guide May 2003 and its successors, as amended or replaced, is incorporated by reference to this Agreement, and can be accessed at:
<http://www.cms.hhs.gov/medicaid/schools/macguide.pdf>.

- (b) Comply with and have knowledge of:
- Revised Code of Washington (RCW),
 - Washington Administrative Code (WAC),
 - The Manual. The Manual and its successors, as amended or replaced, is incorporated by reference to this Agreement, and can be accessed at: <http://maa.dshs.wa.gov>

(2) Compliance with Principles of Administrative Match Claiming

- Claim only activities that are necessary and directly support the administration of Washington State Medicaid Plan.
- Track the actual work activities performed for staff participating and sampled in the time study in the five sampled days each quarter, per instructions outlined in Exhibit A - Time Study Instructions and Exhibit C - Time Study Form.
- Not submit any claims for payment in connection with services and activities that are provided by the district to all students (both Medicaid and non-Medicaid) free of charge, unless expressly authorized by federal law, Washington State law, this Agreement, or the Manual.
- Not claim activities that are normally covered by other means, such as collateral or related activities.
- Not claim activities which are normally performed to the same individuals under another program.

(3) Coordinator and Contact Persons

- Appoint a staff person to be the Medicaid Administrative Match (MAM) Coordinator and to act as liaison and point of contact for MAA and Contractor for the MAM program.
- Send the MAM Program Manager for this Agreement, the names, phone numbers, and email addresses of the Coordinator, the fiscal contact person, and other contacts within 10 working days of signing this agreement.
- Specify in the written notice the role and responsibility delegated to other persons or entities, such as billing agents.

(4) Activities

- Perform Medicaid outreach and facilitation activities for school children and families, as outlined in Exhibit B – Quick Reference Guide, and the Manual.
- Abide by all limitations, restrictions, and documentation requirements of such activities as specified in the manual and time study methodology for this agreement, and Exhibit C – Time Study Form.
- Ensure all referrals, for which reimbursement is claimed under this Agreement are to currently participating Medicaid provider(s).

(5) Medicaid Eligibility Rate

- Apply the quarterly MER posted by MAM in the automated system when claiming for reimbursement.
- Comply with the requirements of establishing the MER, as stated in the Manual, including timely and accurate updating of the Core Student Records System (CSRS).

(6) Eligible Staff

- (a) Input the list of participating eligible staff into the MAM automated system by August 1st.
- (b) Verify staff list and contract information in the MAM automated system quarterly at least 12 working days prior to the start of the quarter.
- (c) Only input to the list of participating eligible staff those staff who meet the definitions of participating eligible staff as stated in Exhibit D – Participating Eligible Staff.

(7) Training

- (a) Ensure that all staff participating in the Medicaid Administrative Match Time Study Program has received training, prior to participating in the time study. Training shall include but not be limited to the following Manual sections:
 - Allowable Activities,
 - Medicaid Eligibility,
 - The Time Study.
- (b) Ensure persons preparing, reviewing or approving the claim will be knowledgeable regarding the sections of the Manual pertaining to this Agreement, in particular:
 - allowable activities,
 - eligible staff,
 - the time study methodology for this agreement.

(8) Time Study

- (a) Conduct the Time Study Program for this agreement, as stated in the Manual and Exhibit A – Time Study Instructions, including but not limited to:
 - Distribute the Time Study Form (Exhibit C) to all participating staff for each time study day selected.
 - Distribute the Time Study Form no more than 5 working days prior to the selected time study day.
 - Ensure staff's supervisor signs and dates the Time Study Form no more than 5 working days after the time study day.
- (b) Abide by any revisions to the Time Study Program requirements.
- (c) Comply with inputting and updating requirements of the MAM automated system.

(9) Documentation and Forms

- (a) Document that all referrals for which reimbursement was claimed were to a currently participating Medicaid provider.
- (b) Use forms and systems as required by the Time Study Program approved for this Agreement, including but not limited to the Exhibit C - Time Study Form, and the MAM automated system.
- (c) Use the current A-19 Invoice Voucher as produced by the MAM automated system.
- (d) Provide or maintain the supporting documents for claiming as required in the manual.
- (e) Submit copies of documents as requested by MAA.

(10) Compensation and Reimbursement of Federal Financial Participation (FFP)

- (a) Claim operating expenses at actual costs per the manual and Exhibit D – Operating Instructions
- (b) Use one of the two OSPI approved indirect rates for the school year, or zero.
- (c) Ensure that funds used as match meet federal regulations regarding match.
- (d) Ensure all claims are reviewed, approved, and signed by Contractor's authorized staff; in accordance with section (3).

(11) Overpayment

Accept responsibility for payment of any disallowances and/or penalties identified by MAA or any audits, and fully cooperate in the recovery of funds.

(12) Consultants/Billing Agents

- (a) Use contracted consultants or billing agents at the sole discretion of the Contractor.
 - (b) Assume all responsibility for work performed by the Contractor's consultants or billing agents.
 - (c) Notify, in writing, the MAM Program Manager regarding the role of Contractor's consultant.
 - (d) Ensure that consultants and/or billing agents shall not be paid contingent upon, or as a percentage of, the claim or reimbursement amount.
- b. MAA shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - (1) Update the Manual as needed.
 - (a) Send e-mail notice of Manual updates pertaining to this contract to the Coordinator at the email address provided by the Contractor per a (3) (b) above.
 - (b) Post Manual changes to the MAM web page.
 - (c) Maintain a tracking list of revisions to the Manual by date and section title and post the list to the MAA web page.
 - (2) Send e-mail notice to the Coordinator of any change to the MAM Program Manager or point of contact for program or fiscal matters pertaining to this Agreement.
 - (3) Facilitate the calculation of the MER.
 - (4) Charge the Contractor an administrative fee to cover program Administration.

4. Consideration. Total consideration payable to Contractor for satisfactory performance of the work under this Agreement is a maximum of \$_____, including any and all expenses, and shall be based on the following:

- a. The Federal Financial Participation (FFP) is a 50% reimbursement rate.
- b. Indirect costs shall be at the OSPI approved indirect rate for the Contractor.
- c. Claims for operating costs shall be in accordance with Exhibit E – Claiming for Operating Costs.

5. Billing and Payment.

- a. **Billing.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, as generated by the MAM automated system. Consideration for services rendered shall be payable upon receipt and acceptance of properly completed invoices which shall be submitted to DSHS by the Contractor quarterly. The invoices shall describe and document to DSHS' satisfaction, the work performed, activities accomplished, the progress of the project, and fees.

- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS of the properly completed invoices. Payment shall be sent to the address designated by the Contractor for fiscal contact, as submitted to the Agency Financial Records System (AFRS). DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Agreement.

6. Insurance. For purposes of this Agreement:

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies that the Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; as evidenced by submission of a current certificate of insurance.

GENERAL TERMS AND CONDITIONS

1. **Amendment.** This Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
2. **Assignment.** The Contractor shall not assign this Agreement, its rights or obligations hereunder, without obtaining the prior written consent of DSHS. DSHS shall not recognize any assignment without such prior written consent. In the event that consent is given and this Agreement is assigned, all terms and conditions of this Agreement shall be binding upon the Contractor's successors and assigns.
3. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
4. **Confidentiality.** The Contractor may use Personal Information and other information gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by DSHS.
5. **Debarment Certification.** The Contractor, by signature to this contract certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal department or agency. The Contractor also agrees to include the above requirement into any subcontracts entered into, resulting directly from the Contractor's duty to provide services under this Contract.
6. **Disputes.** Disputes shall be determined by a Dispute Board. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. As an alternative to this process, either party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process shall control. Participation in either dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.
7. **Governing Law and Venue.** The laws of the state of Washington shall govern this Agreement. In the event of any action brought hereunder, venue shall be proper only in Thurston County, Washington.
8. **Hold Harmless.**
 - c. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.

- d. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

9. Maintenance of Records. During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, the Contractor shall maintain, and provide DSHS with reasonable access to, its records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
- c. Demonstrate accounting procedures, practices, and records which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Agreement.

10. Order of Precedence. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes and regulations;
- b. Special Terms and Conditions contained in this Agreement;
- c. General Terms and Conditions contained in this Agreement;
- d. Exhibits or other documents incorporated by reference.

11. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Interlocal Agreement shall be owned by DSHS and shall be "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Interlocal Agreement but which is not created for or paid for by DSHS is owned by the Contractor; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.

12. Severability. If any term or condition of this Agreement is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

13. Subcontracting. Except as otherwise provided in this Agreement, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS as specified in a written amendment to this Agreement. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Agreement shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Agreement.

14. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - (6) Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
 - (7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with OMB Circular A-87.

15. Termination.

- a. Change in Funding. If the funds DSHS relied upon to establish this Interlocal Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Interlocal Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- b. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any

of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

- c. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- d. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 16. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.
- 17. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 1, Amendment, of the General Terms and Conditions. Only the Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

**Medicaid Administrative Match Schools
Time Study Instructions**

School districts having less than 150 staff will distribute time study forms to each staff listed in the MAM automated system for each time study day.

School districts having 150 or more staff will conduct the time study by two methods. Staff meeting the definition of designated staff and marked in the MAM automated system as designated should receive a time study form for each time study day. Staff entered into the MAM automated system, and not marked as designated, shall be part of a random selection process. Currently, one out of four of these non-designated staff will be randomly selected to participate in the time study.

The MAM Program Manager will run a random selection of participating eligible staff each quarter. The list of selected staff will be provided to the Coordinator ten working days before the start of the quarter. Staff selected through the random sample should receive a time study form for each time study day.

Time study forms can be distributed to staff no more than five working days prior to the date of the time study day (each of the five randomly sampled days for each school district, each quarter). Time study forms must be signed and verified by the staff's supervisor no more than five working days after the time study day.

Staff must complete the form for 100% of the activities conducted during the time study day. During the time study day staff will maintain their normal routine and respond to events accordingly.

Exhibit B – Page 1 of 2	Quick Reference Guide
Code	Activity
3 – Educational & School-Related Activities	<p>Regular assigned duties</p> <p>Prepare & provide classroom &/or individual instruction</p> <p>Social and educational service activities, carry out discipline</p> <p>Evaluate curriculum, policies or instruction</p> <p>Develop & monitor IEP goals</p> <p>Supervise students outside of the classroom</p> <p>Monitor immunization compliance</p>
<p>4 – Direct Medical Services</p> <p>Provide care, treatment & counseling services</p>	<p>Physical, mental health or developmental assessments & diagnostic testing</p> <p>Assisting with personal care or special procedures or performing clinical services</p> <p>Health/ mental health services identified in an IEP</p> <p>Speech, occupational &/or physical therapies</p> <p>Routine or mandated health screenings</p> <p>Administering first aid, prescribed injections, immunizations or medications</p>
10 – System Support or Personal Time	Lunch, breaks, vacation, & sick leave
9A – Referrals for non-Medicaid services	<p>Referrals to social, educational, vocational services & special education</p> <p>Internal referrals including referrals to other staff for injuries, suspected substance abuse, discipline, medical needs, scholastic concerns, assessment for 504 or Special Ed services</p> <p>Gathering info in advance of non-Medicaid related referrals</p> <p>Participating in a meeting/discussion to coordinate/review a student’s need for non-Medicaid related services</p>
<p>9B – Referrals, coordination, and monitoring for Medicaid services</p> <p>(medical, dental, mental health, substance abuse & family planning)</p>	<p>Filters (Conditions) to be met for this activity:</p> <ul style="list-style-type: none"> Not direct medical care, Child Find or 504 meetings Not health screenings, immunizations or free care Referral is to current <u>Medicaid</u> provider (See MAM Coordinator for list) <p>Refer student to verified Medicaid health care provider in the community</p> <p>Follow-up to ensure service was received</p> <p>Gathering info requested by a Medicaid provider</p> <p>Time spent coordinating health needs for a student by participating in meeting/discussion with other staff, health care professionals &/or parents to coordinate or review need for Medicaid services</p> <p>Providing parents with a list of Medicaid providers in order to make a specific appointment</p>
1A – General health education, wellness & prevention programs & Child Find activities	<p>Inform individuals about eligibility for non-Medicaid social, vocational & ed programs (including special ed)</p> <p>Inform about wellness programs, healthy life-styles & practices</p> <p>Identify children with special medical needs through Child Find activities</p> <p>Provide general health &/or prevention education (dental, tobacco, alcohol, drug & violence)</p>
1B – Inform about Medicaid, services available & encourage access	<p>Filters (conditions) to be met for this activity:</p> <ul style="list-style-type: none"> Medicaid related and directed toward school population (students & their parents/guardians) <p>Describe benefits & availability of Medicaid & Healthy Options managed care services</p> <p>Contact pregnant teens about availability of Medicaid prenatal and well baby care programs and services</p> <p>Distribute literature about the benefits, eligibility requirements, & availability of Medicaid, including preventative services under EPSDT.</p> <p>Use MAA literature or obtain MAA approval before creating your own materials</p>

Exhibit B Page 2 of 2	Quick Reference Guide
Code	Activity
2A – Facilitating application for non-Medicaid programs	<p>Inform about programs such as Temporary Assistance for Needy Families (TANF):Food stamps: Women, Infants & Children (WIC), day care, legal aid, IDEA & other social or educational programs</p> <p>Explain the eligibility application process for non-Medicaid programs</p> <p>Assist with application & re-application process for continuing eligibility including providing application forms and assisting in gathering necessary documentation</p>
2B – Facilitating Medicaid eligibility determination	<p>Filters (conditions) to be met for this activity:</p> <ul style="list-style-type: none"> Use of Medicaid application-related materials <p>Explain the Medicaid eligibility rules, application process and/or provide the application form</p> <p>Assist in gathering necessary documentation for the Medicaid application</p> <p>Referral to local Assistance office to make application for Medicaid benefits</p>
5A – Transportation for non-Medicaid services	Schedule or arrange transportation to social, vocational &/or educational programs & activities
5B – Schedule or arrange transportation to Medicaid covered services	Arrange for transportation through the Medicaid transportation brokerage system or assist families with using the brokerage system
7A – Program planning, policy development and interagency coordination for non-Medicaid needs & services	<p>Perform collaborative activities associated with developing strategies to improve the coordination & delivery of non-medical services, such as social, educational & vocational</p> <p>Analyzing non-Medicaid data related to a specific program, population or geographic area</p> <p>Working with other agencies to improve the coordination and delivery of non-Medicaid services</p>
7B – Program planning, policy development and interagency coordination for the delivery of Medicaid health services	<p>Filters (conditions) to be met for this activity:</p> <ul style="list-style-type: none"> Collaborate with other agencies & health care professionals Responsibility for program planning and interagency coordination in the job description <p>Analyze Medicaid data &/or evaluate the need for medical/dental/mental health services</p> <p>Increase Medicaid provider participation and improve provider relations</p> <p>Working with Medicaid agencies to improve coordination and delivery of services and identifying gaps or duplication of health services</p>
8A – Training for non-Medicaid related services	<p>Training may include asthma monitoring & control, smoking cessation, conflict resolution, poverty, mental illness and treatment</p> <p>Curriculum improvement</p> <p>Professional development and training on instructional, emotional, social and behavioral needs of students</p> <p>Special education or 504 training</p>
8B – Training for Medicaid related services	<p>Filters (conditions) to be met for this activity:</p> <ul style="list-style-type: none"> Related to Medicaid <p>Training to learn what Medicaid services are available for children and how to apply for coverage</p> <p>Participating in or coordinating training that improves delivery of Medicaid related services, early identification and referral for special health services like EPSDT.</p>

MEDICAID ADMINISTRATIVE MATCH - SCHOOLS
TIME STUDY FORM INSTRUCTIONS (Revised June 2005)

DIRECTIONS FOR THE COORDINATOR:

Distribute this form and the Quick Reference Guide to all participants. Make sure all participants have access to a current Medicaid Provider list. At the beginning of each quarter, five random time study days will be identified by MAM Program Manager and posted on the automated system. The Coordinator must access the system in order to obtain the selected days. In preparation for each time study day, notify all participating school staff and distribute the time study and related form no more than five days in advance. It is required that all time study forms be signed and collected within five working days of the time study day.

DIRECTIONS FOR SUPERVISORS:

Participants may be informed of the time study day no more than five days in advance. Distribute the time study and related forms. In order to participate, staff must be trained on allowable activities and how to complete the Time Study form. Within five working days of each Time Study day, review and verify by your signature the completed time study forms. Please confirm with the participant that any changes made to the Time Study form are appropriate.

DIRECTIONS FOR TIME STUDY PARTICIPANTS:

Only complete the time study for the randomly selected day indicated. Do not change your normally scheduled activities. This is important to the accuracy and validity of the time study. The left hand side of the form lists activity codes and a brief description of the types of activities under each code. For your time spent in Codes 3, 4 and/or 10, **only** fill in the bubbles to the right for time spent for those activities. For activities performed in all other codes, you may use the Tick Mark column. Each tick mark represents a 15-minute increment of time. A brief narrative describing the activity is required for all “b” codes. At the end of the day, total up the tick marks and complete the bubbles on the right. Next, total the hours tracked from the bubbles. Account for all time worked, which can not be less than your contracted hours. After completing the time study form, sign and date the certification and promptly return the form to your supervisor.

SAMPLE OF COMPLETED FORM:

	6.	<u>Tick</u>	<u>Narrative description</u>	<u>Total Hours & Minutes</u>
		<u>marks 15</u>		1 2 3 4 5 6 7 8 15 30 45
		<u>min</u>		
Code 3: EDUCATIONAL SCHOOL-RELATED ACTIVITIES				0 0 0 0 X 0 0 0 0 0 X
Code 2: FACILITATING APPLICATIONS			Assisted parent in filling out Medicaid app	X 0 0 0 0 0 0 0 0 X 0 0
Code 5: FACILITATING TRANSPORTATION			Called trans broker	0 0 0 0 0 0 0 0 0 0 X 0
Code 7: PROGRAM PLANNING, POLICY DEVELOPMENT				0 0 0 0 0 0 0 0 0 0 0 0
Total Paid time worked this day: 7 hrs. 30 min. Total hours tracked this day: 7 hrs. 30 min.	I			
TIME TOTALS ABOVE MUST MATCH	II			

The remaining space is available for any additional activity documentation, if needed.

MEDICAID ADMINISTRATIVE MATCH – SCHOOLS - TIME STUDY

Staff Name (print): _____ **Job Title:** _____ **Date of time study (mm/dd/yy):** _____
School District _____ **School Building:** _____

This time study represents the activities that I performed during the “Date of time study” above. I did not alter my normal routine for the time study or use any other form to track my time for purposes of claiming administrative match funds. **Staff signature:** _____ **Date:** _____

I reviewed this time study and it is complete and in compliance with Medicaid Administrative Match program guidelines.
Supervisor’s signature: _____ **Date:** _____

			Total Hours & Minutes										
			1	2	3	4	5	6	7	8	15	30	45
Code 3 - EDUCATIONAL SCHOOL-RELATED & ACTIVITIES - Regular assigned duties, teaching, extra-curricular activities, IEP development, coordinating/monitoring IEPs, discipline, evaluating curriculum or instruction, career guidance, & general supervision of students			0	0	0	0	0	0	0	0	0	0	0
Code 4 - DIRECT MEDICAL SERVICES – Provision of care, treatment/patient follow-up &/or counseling services, & the related administrative/clerical activities, & staff related travel			0	0	0	0	0	0	0	0	0	0	0
Code 10 - SYSTEM SUPPORT OR PERSONAL TIME - Breaks, lunch, annual leave, and sick leave.			0	0	0	0	0	0	0	0	0	0	0
REFERRAL, COORDINATION & MONITORING	Tick Marks 15-Min Each	Provide a brief narrative description											
Code 9a – Referrals for non-medical services or state education agency mandated child health screens, (Free Care), (e.g. vision, hearing, scoliosis) services			0	0	0	0	0	0	0	0	0	0	0
Code 9b – Referrals, coordination, monitoring of Medicaid medical, dental, mental health, substance abuse, & family planning services			0	0	0	0	0	0	0	0	0	0	0
OUTREACH													
Code 1a – Inform potential eligible individuals about General health education, wellness & prevention programs, IDEA & child find activities			0	0	0	0	0	0	0	0	0	0	0
Code 1b – Inform potential eligibles about Medicaid & Medicaid managed care & encourage access			0	0	0	0	0	0	0	0	0	0	0
FACILITATING APPLICATIONS													
Code 2a - Explain eligibility process & how to apply for programs like IDEA, TANF, & reduced lunches			0	0	0	0	0	0	0	0	0	0	0
Code 2b – Explain & assist students/families with Medicaid application process; verify current status			0	0	0	0	0	0	0	0	0	0	0
TRANSPORTATION													
Code 5a - Scheduling or arranging transportation not in support of Medicaid covered services (e.g. social, vocational, &/or educational programs or activities			0	0	0	0	0	0	0	0	0	0	0
Code 5b - Scheduling or arranging transportation to Medicaid covered services			0	0	0	0	0	0	0	0	0	0	0
PROGRAM PLANNING, POLICY DEVELOPMENT & INTERAGENCY COORDINATION													
Code 7a - Improving coordination/delivery/planning for non-medical services (e.g. social, vocational, state mandated child health) screening, policy development, for school aged children			0	0	0	0	0	0	0	0	0	0	0
Code 7b - Improving coordination/delivery/planning of medical/dental/mental health services to children			0	0	0	0	0	0	0	0	0	0	0
TRAINING (PARTICIPATION IN OR COORDINATION)													
Code 8a - Improving delivery & referral to non-Medicaid services like IDEA/Child Find activities/programs			0	0	0	0	0	0	0	0	0	0	0
Code 8b - Improving delivery & referral to Medicaid related services, early identification & referral for special health services like EPSDT.			0	0	0	0	0	0	0	0	0	0	0
Total paid time worked this day:	Total hours tracked this day:												

TIME TOTALS ABOVE MUST MATCH

Exhibit D – Participating Eligible Staff

Medicaid Administrative Match – Schools
Staff Eligibility

Below are the Personnel Reporting Instruction (S-275) codes of staff potentially eligible to participate in the MAM Time Study.

Program Codes*
01 – Basic Education
21 – State Special Education
31 – State Vocational Education
45 – State Skills Center
55 – State Learning Assist. Program
65 – State Transitional Bilingual
66 – State Student Achievement
74 – Highly Capable
79 - Instructional Programs

Activity Codes*
21 – Instructional Program Leadership
23 – Management and coordination
24 – Counseling and Guidance
26 – Health Related Services
27 - Teaching
28 - Extracurricular

The district will evaluate the staff’s assigned duties and activities within the above categories to determine which are reasonable to or appropriate to participate. **Only input into the “staff and security” section of the automated system staff who will be participating in the time study.**

The staff listed in the “staff and security” section of the automated system **MUST** receive a time study form for each time study day. Exception:

- Staff in districts with 150 or more participating/non-designated staff will be part of a random selection process and will receive time study forms only if selected.
- Designated staff must receive a Time Study form for each Time Study day.

All staff listed in the “staff and security” section of the automated system must be trained in the MAM Program. Allowable activities and Time Study instructions are required elements of staff training.

The staff contract information the MAM Coordinator will enter into “staff and security” in the automated system is in the Manual; as well as instructions for system input and use.

Below are S275 or payroll codes of staff not eligible to participate in the time study.

Program Codes*
24,26,29,38,39,46,51,52,53,54,56,57,61,64,67,68,69,71,73,76,77,78,81,86,88,89,9798,99,CP , SB

Activity Codes*
11,12,13,14,22,25,41,44,51,52,53,61,62,63,64 , 65, 67, 72, 73, 74, 75, 91, CP, SB

*The above codes are from the OSPI Appendix A of the S-275 Personnel Reporting Instructions for School Year 2003-2004, page 62.

Exhibit E – Operating Expense Instructions

Claiming for Operating Costs

“Operating Costs” means the costs related to staff time, supplies, and/or contracted claiming agents performing functions which are required to operate the Medicaid Administrative Match (MAM) program or time study. These functions include:

- Accessing the Medicaid time study form(s) and making copies for distribution
- Distributing the time study forms to participating staff
- Collecting the completed forms from staff and reviewing for signatures
- Inputting the time study information into the automated system
- Accessing the automated system, verifying, and updating calendar information
- Accessing the automated system, updating, and verifying staff and security information, copying or updating quarterly.

Functions/Expenses not allowed:

- Agents are paid on contingent or percentage of the MAM claim.
- Costs for staff performing the above operations, if included in the overhead or indirect rate calculation
- Staff participating in the time study cannot claim for operating costs, regardless of whether they have MAM activities for the period.
- Operational activity performed not related to MAM claiming, or part of the normal responsibilities of the staff.
- Staff performing the operating activity, if paid out of federal funds.

Documentation Requirements:

Any claim made for reimbursement must be supported by accounting records. Examples:

- Time logs and payroll reports
- Payment documents to claiming/billing agents, contracted staff, etc. that detail the dates and functions performed
- Contract or agreement with agents, etc. stating the period of performance, rate of payment and services rendered for the fees.
- Receipts for expenditures

When claiming for operating costs, complete the Operating Costs Worksheet in the MAM automated system. Costs must be claimed on the A-19 for the period in which they occurred.

No MER needs to be applied to this activity. All reimbursement is subject to the 50% FFP.

Exhibit F – Operating Expenses Worksheet

District:

Date:

Quarter:

[illegible]